

1 Christopher B. Hockett (SBN 121539)
2 Neal A. Potischman (SBN 254862)
3 Samantha H. Knox (SBN 254427)
4 William D. Pollak (SBN 293654)
DAVIS POLK & WARDWELL LLP
1600 El Camino Real
Menlo Park, California 94025
Telephone: (650) 752-2000
Facsimile: (650) 752-2111

7 Emmet P. Ong (*pro hac vice*)
DAVIS POLK & WARDWELL LLP
8 450 Lexington Avenue
New York, New York 10017
9 Telephone: (212) 450-4000
Facsimile: (212) 701-5800

11 *Attorneys for Defendants Chimei Innolux Corporation*
12 *(n/k/a Innolux Corporation) and Chi Mei Optoelectronics*
USA, Inc. (n/k/a Innolux Optoelectronics USA, Inc.)

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

17 IN RE: TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION MDL NO. 3:07-md-01827-SI
18 CASE NO. 3:12-cv-03802-SI

19 This Document Relates to
Individual Case No. 3:12-cv-03802-SI

21 | PROVIEW TECHNOLOGY, INC.

Plaintiff.

25

**[PROPOSED] REQUEST FOR
INTERNATIONAL JUDICIAL
ASSISTANCE (LETTER OF
REQUEST) REGARDING PROVIEW
OPTRONICS (SHENZHEN) CO., LTD.**

24 | AU OPTRONICS CORPORATION et al.,

Defendants.

The Honorable Susan Illston

The United States District Court for the Northern District of California and the Honorable Susan Illston, Senior District Judge, present their compliments to the Appropriate Judicial Authority of the People’s Republic of China (“China”) and issue this letter of request (the “Request”) for international judicial assistance to obtain evidence to be used in a civil proceeding before this Court in the above-captioned matter.

I. REQUEST

The Court requests that the Appropriate Judicial Authority of China request that the following corporate entity, Proview Optronics (Shenzhen) Co., Ltd. (“Proview Optronics Shenzhen”), whose address follows below, produce (1) the documents described in Exhibit A to this Request and (2) a witness to testify at a deposition regarding the matter described in Exhibit B to this Request.

Proview Optronics (Shenzhen) Co., Ltd.
8th Floor, North Block No. 21
23 Shataukok Free Trade Zone
Shenzhen, Guangdong Province
People's Republic of China

The Court requests such assistance as is necessary in the interest of justice. Furthermore, the Court understands the confidential nature of the documents requested from Proview Optronics Shenzhen and thus advises the Appropriate Judicial Authority of China that any documents produced in connection with this Request are subject to the confidentiality order that is attached hereto as Exhibit C.

II. FACTS

Plaintiff Proview Technology, Inc. (“Proview”) instituted the above-captioned civil proceeding in the United States District Court for the Northern District of California against Defendants for the purpose of recovering damages that were allegedly caused by Defendants’ conspiracy to fix prices for thin film transistor liquid crystal display (“TFT-LCD”) panels and products. Defendants’ conspiracy allegedly began on or before January 1, 1996, and lasted through December 11, 2006. The names and addresses of the parties to this proceeding and their representatives are included in Exhibit D, which is attached hereto.

1 In particular, Proview alleges that Defendants sold TFT-LCD panels to various original
 2 equipment manufacturers (“OEMs”) in Asia affiliated with Proview, including Proview
 3 Optronics Shenzhen, at artificially high prices. Proview further alleges that such OEMs,
 4 including Proview Optronics Shenzhen, then incorporated panels that had been purchased from
 5 Defendants into finished TFT-LCD products, which Proview purchased and resold to customers
 6 in the United States.

7 Accordingly, it appears that Proview Optronics Shenzhen possesses information of
 8 relevance to this litigation, including (1) the quantity of TFT-LCD panels that Proview Optronics
 9 Shenzhen purchased from Defendants on behalf of Proview, (2) the costs of such purchases, (3)
 10 the prices at which Proview Optronics Shenzhen sold TFT-LCD finished products to Proview,
 11 (4) the quantity of TFT-LCD products that Proview Optronics Shenzhen sold to Proview, and (5)
 12 the names of the companies that supplied the TFT-LCD panels to Proview Optronics Shenzhen.

13 **III. OFFER OF RECIPROCAL ASSISTANCE**

14 The United States District Court for the Northern District of California is willing to
 15 provide to the Judicial Authorities of China assistance similar to the type of assistance that is the
 16 subject of this Request. See 28 U.S.C. § 1782.

17 **IV. REIMBURSEMENT FOR COSTS**

18 If there are any costs associated with the provision of assistance that is the subject of this
 19 Request, it will be the responsibility of the attorneys for Defendants to reimburse the Appropriate
 20 Judicial Authority of China for any such costs. Please direct any correspondence or
 21 communications concerning such costs to Neal A. Potischman, Davis Polk & Wardwell LLP,
 22 1600 El Camino Real, Menlo Park, California 94025, United States of America.

23

24

25

26

27

28

1
2
3 Date: 1/25/15



Susan Illston

Honorable Susan Illston

United States District Court
Northern District of California
450 Golden Gate Avenue
19th Floor, Room 10
San Francisco, California 94102
United States of America

EXHIBIT A

Exhibit A

Requests for the Production of Documents

Proview Optronics (Shenzhen) Co., Ltd.

INSTRUCTIONS

1. In producing documents and other materials, you are requested to furnish all
2 documents or things in your possession, custody or control, regardless of whether such
3 documents or materials are possessed directly by you or your directors, officers, partners,
4 members, agents, employees, representatives, subsidiaries, managing agents, affiliates,
5 investigators, or by your attorneys or their agents, employees, representatives, or investigators.
 - 6 2. If any requested document is not or cannot be produced in full, produce it to the
7 extent possible, indicating which document, or portion of that document, is being withheld, and
8 the reason why that document, or portion of that document, is being withheld.
 - 9 3. In producing documents, you are requested to produce each document requested
10 together with all nonidentical copies and drafts of that document. If the original of any
11 document cannot be located, a copy shall be provided in lieu thereof, and shall be legible and
12 bound or stapled in the same manner as the original.
 - 13 4. Documents shall be produced as they are kept in the usual course of business.
 - 14 5. Documents attached to each other should not be separated.
 - 15 6. Documents not otherwise responsive to the following requests for production (the
16 “Requests”) shall be produced if such documents mention, discuss, refer to, or explain the
17 documents that are called for by the Requests, or if such documents are attached to documents
18 called for by the Requests and constitute routing slips, transmittal memoranda, or letters,
19 comments, evaluations, or similar materials.
 - 20 7. To the extent that you withhold the production of documents pursuant to a claim
21 of attorney-client privilege or attorney work product protection, please prepare and produce a
22 “privilege log,” which shall include the following information, to the extent that providing such

1 information will not destroy the purported privilege or protection: (1) the name of the document
 2 custodian; (2) beginning and end Bates stamp numbers for each document and for each
 3 attachment to same; (3) the date of the document; (4) the name(s) of all persons authoring or
 4 receiving the document; (5) a brief description of the subject matter of the document; (6) whether
 5 the document contains redactions or has been withheld in its entirety; (7) the nature of the
 6 privilege or protection claimed; (8) a brief statement as to why, under the law, the document is
 7 privileged or protected, including whether the primary purpose of the document was to seek or
 8 provide legal advice or services; and (9) the number of pages contained in the document.

9 8. The obligation to respond to these Requests for production is continuing. If at
 10 any time after responding to these Requests for production you discover additional information
 11 that will make your responses to these Requests for production more complete or correct,
 12 supplement or correct your responses as soon as reasonably possible.

13 **DEFINITIONS**

14 1. The words and phrases used in these Requests shall have the meanings ascribed to
 15 them under the Federal Rules of Civil Procedure. In addition, the following terms have the
 16 meanings set forth below whenever used in any Request.

17 2. “Bill-to Location” means the address of the entity to which the bill for a product
 18 is sent.

19 3. “Communicate” or “Communication” means, without limitation, the transmittal of
 20 information (in the form of facts, ideas, inquiries or otherwise) between individuals or
 21 companies, whether oral, written, electronic, or otherwise, and whether direct or through an
 22 intermediary.

23 4. “Complaint” means the Third Amended Complaint for Damages and Injunctive
 24 Relief, Dkt. 44, filed on June 7, 2013, by Proview Technology, Inc. (“Proview”) in In re TFT-
LCD (Flat Panel) Antitrust Litigation, Case No. 071827 SI, MDL No. 1827, in the United States
 26 District Court for the Northern District of California.

1 5. “Concerning” means discussing, relating to, contradicting, referring to, reflecting,
2 analyzing, describing, constituting, evidencing, containing, disclosing, or supporting the
3 referenced matter.

4 6. “Document” and “Documents” shall include, without limitation, the following
5 items, whether handwritten, printed, recorded, filmed, or produced by any mechanical or
6 electronic process, whether or not asserted to be privileged or immune to discovery, and whether
7 a master, original, or copy: agreements; communications; correspondence; cablegrams;
8 telegrams; telexes and telecopies; electronic mail or “e-mail”; electronic texts and instant
9 messages; notes and memoranda; summaries and minutes of conferences; summaries and records
10 of personal conversations or interviews; books, manuals, and publications; calendars and diaries;
11 computer tapes, cards, or disks; marginal notations appearing on any document; charts, graphs,
12 or graphics; and any other paper or other medium containing information in your possession,
13 custody, or control. “Document” or “documents” shall also mean all electronically stored
14 information (“ESI”), including, without limitation, electronic data or data compilations,
15 electronic files, e-mail, and other electronic communications saved to or located on hard disks,
16 file servers, floppy disks, CDs, DVDs, backup tapes, thumb drives, or any other electronic
17 media, whether or not in tangible or electronic form.

18 7. The term “Person” or “Persons” includes any natural person, governmental entity,
19 public entity, partnership, corporation, association, firm, trust, joint venture, agency, department,
20 board, authority, commission, or other such entity.

21 8. “Relevant Period” means the period from January 1, 1996, through December 11,
22 2006.

23 9. “Ship-to Location” means the address to which an item is delivered.

24 10. “TFT-LCD Panel” refers to “TFT-LCD Panel” as described in paragraphs 62 and
25 63 of the Complaint.

26 11. “TFT-LCD Product” means a television, monitor, or laptop computer in which a
27 TFT-LCD Panel is a key component.

12. “You” or “Your” refers to Proview Optronics (Shenzhen) Co., Ltd., and any agents, employees, representatives and other persons or entities acting, or authorized to act, on its behalf.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1.

Documents sufficient to show Your principal place of business and country of incorporation from January 1, 1999, to December 6, 2012.

REQUEST NO. 2.

All Documents Concerning Your distribution chain relating to TFT-LCD Panels and TFT-LCD Products, from the purchase of TFT-LCD Panels, to the manufacture of TFT-LCD Products, to the sale of those TFT-LCD Products, to the resale of those TFT-LCD Products.

REQUEST NO. 3.

All agreements, contracts, memoranda of understanding, or any other Document relating to Your acquisition of TFT-LCD Panels or sale of TFT-LCD Products, including all exclusive contracts, cost-plus contracts, and most-favored-nation contracts and purchase order acknowledgments, as well as representative purchase orders and invoices.

REQUEST NO. 4.

For the period from January 1, 1994 through December 31, 2009, transactional data, information, and Documents sufficient to show Your acquisition of any TFT-LCD Panels, including Documents evidencing:

- a. the date You acquired each TFT-LCD Panel;
 - b. the place You acquired each TFT-LCD Panel, including the specific entity that shipped the TFT-LCD Panel, and the physical location from which the TFT-LCD Panel was shipped to You;
 - c. the Person or entity from whom You acquired each TFT-LCD Panel;
 - d. the Ship-to Location and Bill-to Location for each TFT-LCD Panel;
 - e. the type of each TFT-LCD Panel;

- 1 f. the size of each TFT-LCD Panel;
- 2 g. the technology used in each TFT-LCD Panel;
- 3 h. the manufacturer of each TFT-LCD Panel;
- 4 i. the intended use for each TFT-LCD Panel (for example, for incorporation
5 into an TFT-LCD Product or for resale);
- 6 j. the application of each TFT-LCD Panel;
- 7 k. the quantity of each acquisition;
- 8 l. the list price or negotiated price of each TFT-LCD Panel;
- 9 m. the before-tax net price of each TFT-LCD Panel, including any store or
10 manufacturer discounts, coupons, rebates, refunds, dividends, or other
11 price adjustments;
- 12 n. any taxes, customs, tariffs, duties, or other fees You paid on each TFT-
13 LCD Panel;
- 14 o. all terms and conditions that were part of each acquisition of any TFT-
15 LCD Panel, including any rebates, below-cost pricing, most-favored-
16 nation pricing, negotiable pricing, sale pricing, or loss-leader pricing;
- 17 p. any and all freight charges associated with each TFT-LCD Panel,
18 including the freight terms (e.g., FOB, CIF, etc.) and shipping destination
19 agreed upon with the seller;
- 20 q. whether each TFT-LCD Panel was acquired as part of a system or other
21 bundled product and, if so, the value of each component of such systems
22 or bundled products; and
- 23 r. all tracking numbers, model numbers, or other information used to identify
24 each TFT-LCD Panel.

REQUEST NO. 5.

For the period from January 1, 1994, through December 31, 2009, transactional data,
information, and Documents sufficient to show the initial purchase or acquisition of any TFT-

- 1 LCD Panel that was made by a third-party system integrator, contract manufacturer, or some
2 other Person or entity on Your behalf or at Your direction, including Documents evidencing:
- 3 a. the date You acquired each TFT-LCD Panel;
4 b. the place You acquired each TFT-LCD Panel, including the specific entity
5 that shipped the TFT-LCD Panel, and the physical location from which the
6 TFT-LCD Panel was shipped to You;
7 c. the Person or entity from whom You acquired each TFT-LCD Panel;
8 d. the Ship-to Location and Bill-to Location for each TFT-LCD Panel;
9 e. the type of each TFT-LCD Panel;
10 f. the size of each TFT-LCD Panel;
11 g. the technology used in each TFT-LCD Panel;
12 h. the manufacturer of each TFT-LCD Panel;
13 i. the intended use for each TFT-LCD Panel (for example, for incorporation
14 into an TFT-LCD Product or for resale);
15 j. the application of each TFT-LCD Panel;
16 k. the quantity of each acquisition;
17 l. the list price or negotiated price of each TFT-LCD Panel;
18 m. the before-tax net price of each TFT-LCD Panel, including any store or
19 manufacturer discounts, coupons, rebates, refunds, dividends, or other
20 price adjustments;
21 n. any taxes, customs, tariffs, duties, or other fees You paid on each TFT-
22 LCD Panel;
23 o. all terms and conditions that were part of each acquisition of any TFT-
24 LCD Panel, including any rebates, below-cost pricing, most-favored-
25 nation pricing, negotiable pricing, sale pricing, or loss-leader pricing;

- 1 p. any and all freight charges associated with each TFT-LCD Panel,
 2 including the freight terms (e.g., FOB, CIF) and shipping destination
 3 agreed upon with the seller;
- 4 q. whether each TFT-LCD Panel was acquired as part of a system or other
 5 bundled product and, if so, the value of each component of such systems
 6 or bundled products; and
- 7 r. all tracking numbers, model numbers, or other information used to identify
 8 each TFT-LCD Panel.

9 **REQUEST NO. 6.**

10 For the period from January 1, 1994, through December 31, 2009, transactional data,
 11 information, and Documents sufficient to show any sale by You of any TFT-LCD Product,
 12 including Documents evidencing:

- 13 a. the date of the sale;
- 14 b. the place You sold each TFT-LCD Product, including the specific entity
 15 that shipped each TFT-LCD Product, and the physical location from
 16 which each TFT-LCD Product was shipped or sold;
- 17 c. the Person or entity to whom You sold the TFT-LCD Product;
- 18 d. the Ship-to Location and Bill-to Location for the sale;
- 19 e. the type of each TFT-LCD Panel contained in the TFT-LCD Product;
- 20 f. the size of each TFT-LCD Panel contained in the TFT-LCD Product;
- 21 g. the technology used in each TFT-LCD Panel in the TFT-LCD Product;
- 22 h. the manufacturer of each TFT-LCD Panel contained in the TFT-LCD
 23 Product;
- 24 i. the intended use for each TFT-LCD Product;
- 25 j. the quantity of each sale;
- 26 k. the list price or negotiated price of each TFT-LCD Product;

1. the before-tax net price of each TFT-LCD Product sold, including any
2. store or manufacturer discounts, coupons, rebates, refunds, dividends, or
3. other price adjustments;
4. m. the Cost to You of each TFT-LCD Product You sold, on an itemized basis,
5. including logistics costs (e.g., transportation costs) as well as the
6. methodology and any assumptions used to calculate these costs;
7. n. any taxes, customs, tariffs, duties, or other fees You paid on each sale;
8. o. all terms and conditions that were part of each sale by You, including any
9. rebates, below-cost pricing, most-favored-nation pricing, negotiable
10. pricing, sale pricing, or loss-leader pricing;
11. p. any and all freight charges associated with each sale, including the freight
12. terms (e.g., FOB, CIF) and shipping destination agreed upon with the
13. seller;
14. q. whether each TFT-LCD Product was sold as part of a system or other
15. bundled product (e.g., an TFT-LCD monitor purchased in conjunction
16. with a CPU) and, if so, the value of each component of such systems or
17. bundled products; and
18. r. copies of all receipts, invoices, wire transfer records, or other similar
19. Documents evidencing each sale; and
20. s. all tracking numbers, model numbers, or other information used to identify
21. each TFT-LCD Product.

22 **REQUEST NO. 7.**

23 Documents sufficient to link, trace, or otherwise establish a relationship between each
24 acquisition of any TFT-LCD Panels identified in Documents produced in response to Request
25 Nos. 5 and 6 and each sale by You of any TFT-LCD Products identified in Documents produced
26 in response to Request No. 7.

1 **REQUEST NO. 8.**

2 For each electronic data file produced in response to Request Nos. 5 through 8,
3 Documents sufficient to (a) describe the contents of the data file, (b) define all data fields (i.e.,
4 variables) and terms contained in the data, (c) describe any relationship(s) between the data file
5 and other data files produced, and (d) identify Persons most knowledgeable of the operation and
6 contents of the data file.

7 **REQUEST NO. 9.**

8 Documents sufficient to show the meaning of all model codes and other codes stated in
9 any data produced in response to Request Nos. 5 through 8. For TFT-LCD Panels, such
10 documentation should include files that contain the characteristics of the TFT-LCD Panel
11 associated with each model code, including the size, resolution, pixel configuration, video
12 display standard (e.g., XGA, WSXGA), application (e.g., industrial automation and information
13 products, including controllers and industrial monitors), grade, luminance, viewing angle,
14 contrast ratio, response time, and mode of panel (e.g., twisted nematic, in-plane switching). For
15 TFT-LCD Products, such documentation should include characteristics of the TFT-LCD Panel
16 associated with the TFT-LCD Product, as described above, as well as any other characteristics of
17 the TFT-LCD Product (e.g., the inclusion of a camera, music player, or keyboard if the TFT-
18 LCD Product is a mobile device).

19 **REQUEST NO. 10.**

20 Documents Concerning Your policies and procedures for inventory management of
21 purchases or acquisitions of TFT-LCD Panels, including the location(s) of any inventory
22 warehouses and the procedure by which You managed that inventory, and where and when You
23 took title to product.

24 **REQUEST NO. 11.**

25 All distribution agreements between You and any wholesale distributor that distributed
26 TFT-LCD Products for You.

1 **REQUEST NO. 12.**

2 All Documents Concerning revenue, costs, profitability and margins (on a monthly,
3 quarterly, and yearly basis) for all TFT-LCD Products You sold, used, manufactured, distributed
4 or supplied during the Relevant Period.

5 **REQUEST NO. 13.**

6 Without limitation as to time, all Documents summarizing, describing, or relating to any
7 suspicion or belief by You or any other Person or entity that any manufacturer or seller of TFT-
8 LCD Panels or TFT-LCD Products was engaged in any anticompetitive conduct relating to TFT-
9 LCD Panels or TFT-LCD Products.

10 **REQUEST NO. 14.**

11 Without limitation as to time, all Documents summarizing, describing, or relating to the
12 circumstances under which You first became aware of the facts alleged in the Complaint,
13 including, without limitation, any Documents summarizing, describing, or relating to what
14 caused You to become aware of those facts.

15 **REQUEST NO. 15.**

16 Documents Concerning the identity and location of each entity that owns or operates each
17 facility where TFT-LCD Products were assembled for or by You.

18 **REQUEST NO. 16.**

19 Documents Concerning the current contact information for all Your former or current
20 employees who had responsibilities regarding the acquisition of TFT-LCD Panels or sale of
21 TFT-LCD Products, including name, former position, telephone number, mail address, email
22 address, and, if represented in this matter, attorney and attorney's contact information.

23 **REQUEST NO. 17.**

24 13. All Documents evidencing the relationship between You, Proview Technology,
25 Inc., Proview Technology (Shenzhen) Co., Ltd., Proview Group (Labuan) Ltd., Proview
26 Electronics Co., Ltd., Essex Monitor (H.K.) Company, Ltd., or Proview Technology (Wuhan)
27 Co., Ltd., and any of their respective predecessor or successor entities, including, but not limited

1 to, the dates of any combinations, mergers, stock acquisitions, divestitures, spin-offs, sales or
2 other transactions, and the identities of all such predecessors or successors.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT B

Exhibit B

Matter on Which Examination Is Requested

Proview Optronics (Shenzhen) Co., Ltd.

MATTER ON WHICH EXAMINATION IS REQUESTED

EXAMINATION MATTER NO. 1:

The substance of the documents and materials requested in Exhibit A to this Request for International Judicial Assistance.

EXHIBIT C

1

2

3

4

5

6

7

8

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

In Re TFT-LCD (FLAT PANEL)) No.: M-07-1827 SI
ANTITRUST LITIGATION) MDL NO. 1827
_____) STIPULATED PROTECTIVE ORDER
This Document Relates to:)
ALL ACTIONS.)

1. PURPOSES AND LIMITATIONS.

Disclosure and discovery activity in this action may involve production of trade secrets or other confidential research, development, or commercial information, within the meaning of Fed.R.Civ.P. 26(c); or other private or competitively sensitive information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to confidential treatment. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal. Civil Local Rule 79-5 sets forth the

1 procedures that must be followed and reflects the standards that will be applied when a party
2 seeks permission from the Court to file material under seal, and is hereby incorporated by
3 reference.

4 **2. DEFINITIONS.**

5 **2.1 Party:** any party to this action, including all of its officers, directors,
6 and employees.

7 **2.2 Disclosure or Discovery Material:** all items or information, regardless
8 of the medium or manner generated, stored, or maintained (including, among other things,
9 documents, testimony, transcripts, or tangible things) that are produced or generated in
10 disclosures or responses to discovery in this matter.

11 **2.3 Confidential Information or Items:** information (regardless of how
12 generated, stored or maintained) or tangible things that qualify for protection under standards
13 developed under Fed.R.Civ.P. 26(c).

14 **2.4 Highly Confidential Information or Items:** extremely sensitive
15 Confidential Information or Items whose disclosure to another Party or non-party would create
16 a substantial risk of injury that could not be avoided by less restrictive means.

17 **2.5 Receiving Party:** a Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 **2.6 Producing Party:** a Party or non-party that produces Disclosure or
20 Discovery Material in this action.

21 **2.7 Designating Party:** a Party or non-party that designates information or
22 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly
23 Confidential."

24 **2.8 Protected Material:** any Disclosure or Discovery Material that is
25 designated as "Confidential" or as "Highly Confidential."

26 **2.9 Outside Counsel:** attorneys, along with their paralegals, and other
27 support personnel, who are not employees of a Party but who are retained to represent or
28 advise a Party in this action.

1 2.10 In House Legal Personnel: attorneys and other personnel employed by
2 a Party to perform legal functions who are responsible for overseeing this litigation for the
3 Party.

4 2.11 Counsel (without qualifier): Outside Counsel and In House Legal
5 Personnel (as well as their support staffs, including but not limited to attorneys, paralegals,
6 secretaries, law clerks, and investigators).

7 2.12 Expert and/or Consultant: a person with specialized knowledge or
8 experience in a matter pertinent to the litigation, along with his or her employees and support
9 personnel, who has been retained by a Party or its Counsel to serve as an expert witness or as
10 a consultant in this action, and who is not currently an employee, nor has been an employee
11 within four years of the date of entry of this Order, of a Party or of a TFT-LCD business unit
12 of a non-party, and who, at the time of retention, is not anticipated to become an employee of
13 a Party or of a TFT-LCD business unit of a non-party. This definition includes a professional
14 jury or trial consultant retained in connection with this litigation.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
17 organizing, storing, retrieving data in any form or medium; *etc.*) and their employees and
18 subcontractors.

19 3. **SCOPE.**

20 The protections conferred by this Stipulated Protective Order cover not only
21 Protected Material (as defined above), but also any information copied or extracted therefrom,
22 as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
23 conversations, or presentations by Parties or Counsel in settings that might reveal Protected
24 Material. However, this Order shall not be construed to cause any Counsel to produce, return,
25 and/or destroy their own attorney work product, or the work product of their co-counsel.

26 4. **DURATION.**

27 The confidentiality obligations imposed by this Order shall remain in effect until
28 the Designating Party agrees otherwise in writing or this Court orders otherwise.

1 **5. DESIGNATING PROTECTED MATERIAL.**

2 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or non-party that designates information or items for protection under this Order
4 must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards and avoid indiscriminate designations.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection at all, or do not qualify for the level of
8 protection initially asserted, that Designating Party must promptly notify all Receiving Parties
9 that it is withdrawing or changing the mistaken designation.

10 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
11 this Order (*see, e.g.*, section 5.2(b), below), or as otherwise stipulated or ordered, material
12 that qualifies for protection under this Order must be clearly so designated before the material
13 is disclosed or produced. Notwithstanding the preceding sentence, should a Producing Party
14 discover that it produced material that was not designated as Protected Material or that it
15 produced material that was designated as Protected Material but had designated that Protected
16 Material in the incorrect category of Protected Material, the Producing Party may notify all
17 Parties, in writing, of the error and identifying (by bates number or other individually
18 identifiable information) the affected documents and their new designation or re-designation.
19 Thereafter, the material so designated or re-designated will be treated as Protected Material.
20 Promptly after providing such notice, the Producing Party shall provide re-labeled copies of
21 the material to each Receiving Party reflecting the change in designation. The Receiving Party
22 will replace the incorrectly designated material with the newly designated materials and will
23 destroy the incorrectly designated materials.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (apart from transcripts of
26 depositions or other pretrial or trial proceedings), that the Producing Party affix the
27 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on each page that
28 contains protected material.

1 (b) for testimony given in deposition, that a Party, or a non-party that
2 sponsors, offers, gives, or elicits the testimony, designate any portion of the testimony
3 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," either on the record before
4 the deposition is concluded, or in writing on or before the later of (i) fourteen days after
5 the final transcript is received or (ii) the date by which any review by the witness and
6 corrections to the transcript are to be completed under Fed. R. Civ. P. 30(e). Only
7 those portions of the testimony that are designated for protection in accordance with the
8 preceding sentence shall be covered by the provisions of this Stipulated Protective
9 Order. The entire testimony shall be deemed to have been designated Highly
10 Confidential until the time within which the transcript may be designated has elapsed.
11 If testimony is not designated within the prescribed time period, then such testimony
12 shall not be deemed Confidential or Highly Confidential except as ordered by the
13 Court.

14 Transcript pages containing Protected Material must be separately bound by the
15 court reporter, who must affix to each such page the legend "CONFIDENTIAL" or
16 "HIGHLY CONFIDENTIAL," as instructed by the Party or nonparty sponsoring,
17 offering, giving or eliciting the witness' testimony.

18 (c) for information produced in electronic or video format, and for any
19 other tangible items, that the Producing Party affix in a prominent place on the exterior
20 of the container or containers in which the information or item is stored the legend
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

22 5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure to
23 designate qualified information or items as "Confidential" or "Highly Confidential" does not,
24 standing alone, waive the Designating Party's right to secure protection under this Order for
25 such material. If material is re-designated as "Confidential" or "Highly Confidential" after the
26 material was initially produced, the Receiving Party, upon notification of the designation, must
27 make reasonable efforts to assure that the material is treated in accordance with the provisions
28 of this Order.

1 5.4 Increasing the Designation of Information or Items Produced by Other
2 Parties or Non-Parties. Subject to the standards of paragraph 5.1, a Party may increase the
3 designation (*i.e.*, change any Disclosure or Discovery Material produced without a designation
4 to a designation of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or designate any
5 Disclosure or Discovery Material produced as “CONFIDENTIAL” to a designation of
6 “HIGHLY CONFIDENTIAL”) of any Discovery Material produced by any other Party or
7 non-Party, provided that said Discovery Material contains the upward Designating Party’s own
8 Confidential or Highly Confidential Information. Any such increase in the designation of a
9 document shall be made within 90 days of the date of its production, unless good cause is
10 shown for a later increase in the designation.

11 Increasing a designation shall be accomplished by providing written notice to all
12 Parties identifying (by bates number or other individually identifiable information) the
13 Disclosure or Discovery Material whose designation is to be increased. Promptly after
14 providing such notice, the upward Designating Party shall provide re-labeled copies of the
15 material to each Receiving Party reflecting the change in designation. The Receiving Party
16 will replace the incorrectly designated material with the newly designated materials and will
17 destroy the incorrectly designated materials. Any Party may object to the increased
18 designation of Disclosure or Discovery Materials pursuant to the procedures set forth in
19 paragraph 6 regarding challenging designations. The upward Designating Party shall bear the
20 burden of establishing the basis for the increased designation.

21 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

22 6.1 Timing of Challenges. A Party does not waive its right to challenge a
23 confidentiality designation by electing not to mount a challenge promptly after the original
24 designation is disclosed.

25 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
26 Designating Party’s confidentiality designation must do so in good faith and must begin the
27 process by notifying the Designating Party in writing, by telephone or in person of its challenge
28 and identify the challenged material, then conferring directly in voice to voice dialogue (other

1 forms of communication are not sufficient) with counsel for the Designating Party. The Parties
2 must then meet and confer in good faith. Each Party must explain the basis for its respective
3 position about the propriety of the challenged confidentiality designations. The parties shall
4 have fourteen (14) days from the initial notification of a challenge to complete this meet and
5 confer process.

6 6.3 Judicial Intervention. In any judicial proceeding challenging a
7 confidentiality designation, the burden of persuasion with respect to the propriety of the
8 confidentiality designation shall remain upon the Designating Party. If the parties are not able
9 to resolve a dispute about a confidentiality designation within the time provided in paragraph
10 6.2, above, the parties shall, within fourteen (14) days thereafter, prepare and present to the
11 Special Master a joint letter brief that identifies the challenged material and sets forth the
12 respective positions of the parties about the propriety of the challenged confidentiality
13 designations. Until the ruling on the dispute becomes final pursuant to the provisions of
14 Pre-Trial Order No. 4, all parties shall continue to afford the material in question the level of
15 protection to which it is entitled under the Designating Party's designation.

16 In the event that the final ruling is that the challenged material is not confidential
17 or that its designation should be changed, the Designating Party shall reproduce copies of all
18 materials with their designations removed or changed in accordance with the ruling within
19 thirty (30) days at the expense of the Designating Party.

20 7. **ACCESS TO AND USE OF PROTECTED MATERIAL.**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by a Producing Party only in connection with this action for prosecuting,
23 defending, or attempting to settle this action. Such Protected Material may be disclosed only
24 to the categories of persons and under the conditions described in this Order. When the
25 litigation has been terminated, a Receiving Party must comply with the provisions of section 11,
26 below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons authorized

1 under this Order. For purposes of this Order, a secure website, or other internet-based
2 document depository with adequate security, shall be deemed a secure location.

3 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
4 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
5 Party may disclose any information or item designated "CONFIDENTIAL" only to:

6 (a) the Receiving Party's Outside Counsel of record in this action, as well as
7 employees of said counsel to whom it is reasonably necessary to disclose the
8 information for this litigation;

9 (b) current or former officers, directors, and employees of Parties to whom
10 disclosure is reasonably necessary for this litigation and who have signed the
11 "Agreement To Be Bound by Protective Order" (Exhibit A);

12 (c) Experts and/or Consultants with respect to each of whom (1) disclosure
13 is reasonably necessary for this litigation, and (2) an "Agreement To Be Bound by
14 Protective Order" (Exhibit A) has been signed;

15 (d) the Court and its personnel;

16 (e) stenographers, their staffs, and professional vendors to whom disclosure
17 is reasonably necessary for this litigation and who have signed the "Agreement To Be
18 Bound by Protective Order" (Exhibit A);

19 (f) the author, addressees, or recipients of the document, or any other
20 natural person who would have likely reviewed such document during his or her
21 employment as a result of the substantive nature of his or her employment position, or
22 who is specifically identified in the document, or whose conduct is purported to be
23 specifically identified in the document;

24 (g) witnesses in the action to whom disclosure is reasonably necessary for
25 this litigation and who have signed the "Agreement To Be Bound by Protective Order"
26 (Exhibit A); provided that, Confidential Information may be disclosed to a witness
27 during their deposition, but only if they have executed the "Agreement to Be Bound by
28 Protective Order" (Exhibit A), which shall be made an exhibit to the deposition

1 transcript, or have agreed on the record to keep the information confidential and not to
2 use it for any purpose, or have been ordered to do so; and provided further that, pages
3 of transcribed deposition testimony or exhibits to depositions that reveal Confidential
4 Information must be marked "Confidential" and separately bound by the court reporter
5 and not included in the main deposition transcript and exhibit binder, and may not be
6 disclosed to anyone except as permitted under this Stipulated Protective Order; and

7 (h) any other person to whom the Designating Party agrees in writing or on
8 the record, and any other person to whom the Court compels access to the Confidential
9 Information.

10 7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items.

11 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a
12 Receiving Party may disclose any information or item designated "HIGHLY
13 CONFIDENTIAL" only to:

14 (a) the Receiving Party's Outside Counsel of record in this action, as well as
15 employees of said counsel to whom it is reasonably necessary to disclose the
16 information for this litigation;

17 (b) Experts and/or Consultants with respect to each of whom (1) disclosure
18 is reasonably necessary for this litigation, and (2) an "Agreement To Be Bound by
19 Protective Order" (Exhibit A) has been signed;

20 (c) the Court and its personnel;

21 (d) stenographers, their staffs, and professional vendors to whom disclosure
22 is reasonably necessary for this litigation and who have signed the "Agreement to Be
23 Bound by Protective Order" (Exhibit A);

24 (e) the author, addressees or recipients of the document, or any other
25 natural person who would have likely reviewed such document during his or her
26 employment as a result of the substantive nature of his or her employment position, or
27 who is specifically identified in the document, or whose conduct is purported to be
28 specifically identified in the document;

19 7.4 Retention of Exhibit A. Outside Counsel for the Party that obtains the
20 signed "Agreements To Be Bound by Protective Order" (Exhibit A), as required above, shall
21 retain them for one year following the final termination of this action, including any appeals,
22 and shall make them available to other Parties upon good cause shown.

23 7.5 Retention of Protected Material. Persons who have been shown
24 Protected Material pursuant to Section 7.2(b), (f), or (g), or Section 7.3(e) or (f) shall not
25 retain copies of such Protected Material.

1
2 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
3 **PRODUCED IN OTHER LITIGATION.**

4 If a Receiving Party is served with a discovery request, subpoena or an order
5 issued in other litigation that would compel disclosure of any information or items designated
6 in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," the Receiving Party
7 must so notify the Designating Party, in writing (by fax or electronic mail, if possible), along
8 with a copy of the discovery request, subpoena or order, as soon as reasonably practicable.

9 The Receiving Party also must immediately inform the party who caused the
10 discovery request, subpoena or order to issue in the other litigation that some or all the material
11 covered by the subpoena or order is the subject of this Protective Order. In addition, the
12 Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the party
in the other action that caused the discovery request, subpoena or order to issue.

13 The purpose of imposing these duties is to alert the interested parties to the
14 existence of this Stipulated Protective Order and to afford the Designating Party in this case an
15 opportunity to try to protect its confidentiality interest in the court from which the discovery
16 request, subpoena or order is issued. The Designating Party shall bear the burdens and the
17 expenses of seeking protection in that court of its confidential or highly confidential material.
18 Nothing in these provisions should be construed as authorizing or encouraging a Receiving
19 Party in this action to disobey a lawful directive from another court.

20 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED**
21 **MATERIAL.**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this Stipulated
24 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
25 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the
26 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
27 made of all the terms of this Order, and (d) request such person or persons to execute the
28 "Acknowledgment and Agreement To Be Bound" that is attached hereto as Exhibit A.

1 **10. FILING PROTECTED MATERIAL.**

2 Without written permission from the Designating Party or a court order secured
3 after appropriate notice to all interested persons, a Party may not file in the public record in this
4 action any Protected Material. A Party that seeks to file under seal any Protected Material
5 must comply with Civil Local Rule 79-5.

6 **11. FINAL DISPOSITION.**

7 Unless otherwise ordered or agreed in writing by the Producing Party, within
8 thirty days after the final termination of this action, including any appeals, each Receiving
9 Party must return all Protected Material to the Producing Party. As used in this subdivision,
10 "Protected Material" includes all copies, abstracts, compilations, summaries or any other form
11 of reproducing or capturing any of the Protected Material. The Receiving Party may destroy
12 some or all of the Protected Material instead of returning it. Whether the Protected Material
13 is returned or destroyed, the Receiving Party must submit a written certification to the
14 Producing Party (and, if not the same person or entity, to the Designating Party) by the thirty
15 day deadline that identifies (by category, where appropriate) all the Protected Material that was
16 returned or destroyed and that affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries or other forms of reproducing or capturing any of the
18 Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival
19 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or
20 attorney work product, even if such materials contain Protected Material. Any such archival
21 copies that contain or constitute Protected Material remain subject to this Protective Order as
22 set forth in Section 4 (DURATION), above.

23 **12. INADVERTENTLY PRODUCED DOCUMENTS.**

24 If a Party at any time notifies any other Party that it inadvertently produced
25 documents, testimony, information, and/or things that are protected from disclosure under the
26 attorney-client privilege, work product doctrine, and/or any other applicable privilege or
27 immunity from disclosure, or the Receiving Party discovers such inadvertent production, the
28 inadvertent production shall not be deemed a waiver of the applicable privilege or protection.

1 The Receiving Party shall immediately return all copies of such documents, testimony,
2 information and/or things to the inadvertently producing Party and shall not use such items for
3 any purpose until further order of the Court. In all events, such return must occur within three
4 (3) business days of receipt of notice or discovery of the inadvertent production. The return of
5 any discovery item to the inadvertently producing Party shall not in any way preclude the
6 Receiving Party from moving the Court for a ruling that the document or thing was never
7 privileged.

8 **13. ATTORNEY RENDERING ADVICE**

9 Nothing in this Protective Order will bar or otherwise restrict an attorney from
10 rendering advice to his or her client with respect to this matter or from relying upon or
11 generally referring to "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Disclosure or
12 Discovery Material in rendering such advice; provided however, that in rendering such advice
13 or in otherwise communicating with his or her client, the attorney shall not reveal or disclose
14 the specific content thereof if such disclosure is not otherwise permitted under this Protective
15 Order.

16 **14. DISPOSITIVE MOTION HEARINGS AND TRIAL**

17 The terms of this Protective Order shall govern in all circumstances except for
18 presentations of evidence and argument at hearings on dispositive motions and at trial. The
19 parties shall meet and confer in advance of such proceedings and seek the guidance of the Court
20 as to appropriate procedures to govern such proceedings.

21 **15. MISCELLANEOUS.**

22 15.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 15.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order no Party waives any right it otherwise would have to object to disclosing or
26 producing any information or item on any ground not addressed in this Stipulated Protective
27 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any
28 of the material covered by this Protective Order.

1 IT IS SO STIPULATED.
2
3

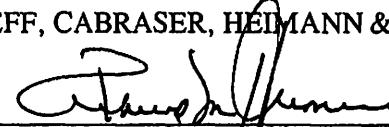
PEARSON, SIMON, SOTER, WARSHAW &
PENNY, LLP

4 By: 
5 Bruce L. Simon
6

7 Bruce L. Simon (State Bar No. 96241)
8 44 Montgomery Street, Suite 1200
9 San Francisco, CA 94104
10 Telephone: (415) 433-9000
11 Facsimile: (415) 433-9008
12

13 Interim Co-Lead Counsel for the Direct Purchaser
14 Plaintiffs
15

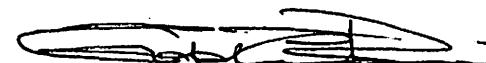
16 LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
17

18 By: 
Richard M. Heimann
19

20 Richard M. Heimann (State Bar No. 63607)
21 275 Battery Street, 30th Floor
22 San Francisco, CA 94111-3339
23 Telephone: (415) 956-1000
24 Facsimile: (415) 956-1008
25

26 Interim Co-Lead Counsel for the Direct Purchaser
27 Plaintiffs
28

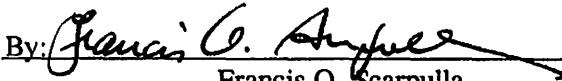
19 GIRARD GIBBS, LLP
20

21 By: 
Elizabeth C. Pritzker
22

23 Elizabeth C. Pritzker (State Bar No. 146267)
24 601 California Street, Suite 1400
25 San Francisco, CA 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846

26 Interim Liaison Counsel for the Direct Purchaser
27 Plaintiffs
28

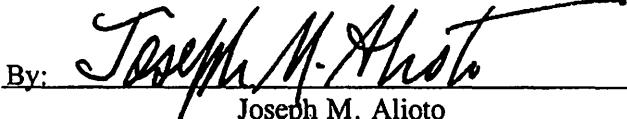
1 ZELLE HOFMANN VOELBEL MASON &
2 GETTE LLP

3 By: 
4 Francis O. Scarpulla

5 Francis O. Scarpulla (State Bar No. 41059)
6 44 Montgomery Street, Suite 3400
7 San Francisco, CA 94104
8 Telephone: (415) 693-0700
9 Facsimile: (415) 693-0770

10 Interim Co-Lead Counsel for the Indirect Purchaser
11 Plaintiffs

12 ALIOTO LAW FIRM

13 By: 
14 Joseph M. Alioto

15 Joseph M. Alioto (State Bar No. 42680)
16 555 California Street, Suite 3160
17 San Francisco, CA 94104
18 Telephone: (415) 434-8900
19 Facsimile: (415) 434-9200

20 Interim Co-Lead Counsel for the Indirect Purchaser
21 Plaintiffs

22 MINAMI TAMAKI LLP

23 By: 
24 Jack W. Lee

25 Jack W. Lee (State Bar No. 71626)
26 360 Post Street, 8th Floor
27 San Francisco, California 94108
28 Telephone: (415) 788-0204
Facsimile: (415) 398-3887

Interim Liaison Counsel for the Indirect Purchaser
Plaintiffs

1 PILLSBURY WINTHROP SHAW PITTMAN LLP
2

3 By: Albert J. Boro, Jr.
4 Albert J. Boro, Jr.
5

6 Albert J. Boro, Jr. (State Bar No. 126657)
7 50 Fremont Street
8 San Francisco, CA 94105
9 Telephone: (415) 983-1000
10 Facsimile: (415) 983-1200

11 Attorneys for Defendants Sharp Corporation and
12 Sharp Electronics Corporation

13 SEDGWICK, DETERT, MORAN & ARNOLD LLP
14

15 By: Michael Healy
16 Michael Healy (State Bar No. 95098)
17 One Market Plaza
18 Steuart Tower, 8th Floor
19 San Francisco, CA 94105
20 Tel: (415) 781-7900
21 Fax: (415) 781-2635

22 Attorneys for Defendant
23 AU Optronics Corporation America

24 WILMER CUTLER PICKERING HALE AND DORR
25 LLP
26

27 By: Steven F. Cherry
28 Steven F. Cherry (*pro hac vice*)
1875 Pennsylvania Avenue NW
Washington, DC 20006
Tel: (202) 663-6000
Fax: (202) 663-6363

Attorneys for Defendants Chi Mei Optoelectronics USA,
Inc., CMO Japan Co., Ltd., and Nexgen Mediatech USA,
Inc.

1 SEDGWICK, DETERT, MORAN & ARNOLD LLP
2
3 By: 
4 Michael Healy
5 Michael Healy (State Bar No. 95098)
6 One Market Plaza
7 Steuart Tower, 8th Floor
8 San Francisco, CA 94105
9 Tel: (415) 781-7900
10 Fax: (415) 781-2635
11
12 Attorneys for Defendant
13 AU Optronics Corporation America
14
15 WILMER CUTLER PICKERING HALE AND DORR
16 LLP
17
18 By: Steven F. Cherry
19 Steven F. Cherry (*pro hac vice*)
20 1875 Pennsylvania Avenue NW
21 Washington, DC 20006
22 Tel: (202) 663-6000
23 Fax: (202) 663-6363
24
25 Attorneys for Defendants Chi Mei Optoelectronics
26 USA, Inc., CMO Japan Co., Ltd., and Nexgen
27 Mediatech USA, Inc.
28 PAUL, HASTINGS, JANOFSKY & WALKER LLP
29
30
31 By: Kevin C. McCann
32 Kevin C. McCann (State Bar No. 120874)
33 55 Second Street, 24th Floor
34 San Francisco, CA 94105
35 Tel: (415) 856-7000
36 Fax: (415) 856-7100
37
38 Attorneys for Defendants Epson Electronics America,
39 Inc. and Epson Imaging Devices Corporation
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
10010
10011
10012
10013
10014
10015
10016
10017
10018
10019
10020
10021
10022
10023
10024
10025
10026
10027
10028
10029
10030
10031
10032
10033
10034
10035
10036
10037
10038
10039
10040
10041
10042
10043
10044
10045
10046
10047
10048
10049
10050
10051
10052
10053
10054
10055
10056
10057
10058
10059
10060
10061
10062
10063
10064
10065
10066
10067
10068
10069
10060
10061
10062
10063
10064
10065
10066
10067
10068
10069
10070
10071
10072
10073
10074
10075
10076
10077
10078
10079
10080
10081
10082
10083
10084
10085
10086
10087
10088
10089
10080
10081
10082
10083
10084
10085
10086
10087
10088
10089
10090
10091
10092
10093
10094
10095
10096
10097
10098
10099
10090
10091
10092
10093
10094
10095
10096
10097
10098
10099
100100
100101
100102
100103
100104
100105
100106
100107
100108
100109
100110
100111
100112
100113
100114
100115
100116
100117
100118
100119
100120
100121
100122
100123
100124
100125
100126
100127
100128
100129
100130
100131
100132
100133
100134
100135
100136
100137
100138
100139
100140
100141
100142
100143
100144
100145
100146
100147
100148
100149
100150
100151
100152
100153
100154
100155
100156
100157
100158
100159
100160
100161
100162
100163
100164
100165
100166
100167
100168
100169
100170
100171
100172
100173
100174
100175
100176
100177
100178
100179
100180
100181
100182
100183
100184
100185
100186
100187
100188
100189
100190
100191
100192
100193
100194
100195
100196
100197
100198
100199
100190
100191
100192
100193
100194
100195
100196
100197
100198
100199
100200
100201
100202
100203
100204
100205
100206
100207
100208
100209
100210
100211
100212
100213
100214
100215
100216
100217
100218
100219
100220
100221
100222
100223
100224
100225
100226
100227
100228
100229
100230
100231
100232
100233
100234
100235
100236
100237
100238
100239
100240
100241
100242
100243
100244
100245
100246
100247
100248
100249
100250
100251
100252
100253
100254
100255
100256
100257
100258
100259
100260
100261
100262
100263
100264
100265
100266
100267
100268
100269
100270
100271
100272
100273
100274
100275
100276
100277
100278
100279
100280
100281
100282
100283
100284
100285
100286
100287
100288
100289
100290
100291
100292
100293
100294
100295
100296
100297
100298
100299
100290
100291
100292
100293
100294
100295
100296
100297
100298
100299
100300
100301
100302
100303
100304
100305
100306
100307
100308
100309
100310
100311
100312
100313
100314
100315
100316
100317
100318
100319
100320
100321
100322
100323
100324
100325
100326
100327
100328
100329
100330
100331
100332
100333
100334
100335
100336
100337
100338
100339
100340
100341
100342
100343
100344
100345
100346
100347
100348
100349
100350
100351
100352
100353
100354
100355
100356
100357
100358
100359
100360
100361
100362
100363
100364
100365
100366
100367
100368
100369
100370
100371
100372
100373
100374
100375
100376
100377
100378
100379
100380
100381
100382
100383
100384
100385
100386
100387
100388
100389
100390
100391
100392
100393
100394
100395
100396
100397
100398
100399
100390
100391
100392
100393
100394
100395
100396
100397
100398
100399
100400
100401
100402
100403
100404
100405
100406
100407
100408
100409
100410
100411
100412
100413
100414
100415
100416
100417
100418
100419
100420
100421
100422
100423
100424
100425
100426
100427
100428
100429
100430
100431
100432
100433
100434
100435
100436
100437
100438
100439
100440
100441
100442
100443
100444
100445
100446
100447
100448
100449
100450
100451
100452
100453
100454
100455
100456
100457
100458
100459
100460
100461
100462
100463
100464
100465
100466
100467
100468
100469
100470
100471
100472
100473
100474
100475
100476
100477
100478
100479
100480
100481
100482
100483
100484
100485
100486
100487
100488
100489
100490
100491
100492
100493
100494
100495
100496
100497
100498
100499
100490
100491
100492
100493
100494
100495
100496
100497
100498
100499
100500
100501
100502
100503
100504
100505
100506
100507
100508
100509
100510
100511
100512
100513
100514
100515
100516
100517
100518
100519
100520
100521
100522
100523
100524
100525
100526
100527
100528
100529
100530
100531
100532
100533
100534
100535
100536
100537
100538
100539
100540
100541
100542
100543
100544
100545
100546
100547
100548
100549
100550
100551
100552
100553
100554
100555
100556
100557
100558
100559
100560
100561
100562
100563
100564
100565
100566
100567
100568
100569
100570
100571
100572
100573
100574
100575
100576
100577
100578
100579
100580
100581
100582
100583
100584
100585
100586
100587
100588
100589
100590
100591
100592
100593
100594
100595
100596
100597
100598
100599
100590
100591
100592
100593
100594
100595
100596
100597
100598
100599
100600
100601
100602
100603
100604
100605
100606
100607
100608
100609
100610
100611

1 SEDGWICK, DETERT, MORAN & ARNOLD LLP
2
3

4 By: _____
5 Michael Healy
6

7 Michael Healy (State Bar No. 95098)
8 One Market Plaza
9 Steuart Tower, 8th Floor
10 San Francisco, CA 94105
11 Tel: (415) 781-7900
12 Fax: (415) 781-2635
13

14 Attorneys for Defendant
15 AU Optronics Corporation America
16

17 WILMER CUTLER PICKERING HALE AND DORR
18 LLP
19

20 By: 
21 Steven F. Cherry
22

23 Steven F. Cherry (*pro hac vice*)
24 1875 Pennsylvania Avenue NW
25 Washington, DC 20006
Tel: (202) 663-6000
Fax: (202) 663-6363
26

27 Attorneys for Defendants Chi Mei Optoelectronics
28 USA, Inc., CMO Japan Co., Ltd., and Nexgen
Mediatech USA, Inc.
PAUL, HASTINGS, JANOFSKY & WALKER LLP
29

30 By: _____
31 Kevin C. McCann
32

33 Kevin C. McCann (State Bar No. 120874)
34 55 Second Street, 24th Floor
35 San Francisco, CA 94105
Tel: (415) 856-7000
Fax: (415) 856-7100
36

37 Attorneys for Defendants Epson Electronics America,
38 Inc. and Epson Imaging Devices Corporation
39

1

PAUL, HASTINGS, JANOFSKY & WALKER LLP

2

By:


Kevin C. McCann

3

4

Kevin C. McCann (State Bar No. 120874)
55 Second Street, 24th Floor
San Francisco, CA 94105
Tel: (415) 856-7000
Fax: (415) 856-7100

5

6

7

Attorneys for Defendants Epson Electronics America,
Inc. and Epson Imaging Devices Corporation

8

9

10

MORGAN, LEWIS & BOCKIUS LLP

11

12

By:

Kent M. Roger

13

14

15

16

17

18

Kent M. Roger (State Bar No. 95987)
One Market
Spear Street Tower
San Francisco, CA 94105
Tel.: (415) 442-1000
Fax: (415) 442-1001

19

20

21

Attorneys for Defendants Hitachi Electronic Devices
(USA), Inc., Hitachi, Ltd., and Hitachi Displays, Ltd.

22

23

24

25

26

27

28

WINSTON & STRAWN LLP

By:

Lawrence R. Desideri

Lawrence R. Desideri (*pro hac vice*)
35 W. Wacker Drive
Chicago, Illinois 60601
Tel: (312) 558-7883
Fax: (312) 558-5700

Attorneys for Defendant
LG Electronics USA, Inc.

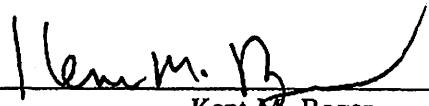
1 PAUL, HASTINGS, JANOFSKY & WALKER LLP
2

3 By: _____
4 Kevin C. McCann

5 Kevin C. McCann (State Bar No. 120874)
6 55 Second Street, 24th Floor
7 San Francisco, CA 94105
Tel: (415) 856-7000
Fax: (415) 856-7100

8 Attorneys for Defendants Epson Electronics America,
9 Inc. and Epson Imaging Devices Corporation

10 MORGAN, LEWIS & BOCKIUS LLP

11 By: 
12 Kent M. Roger

13 Kent M. Roger (State Bar No. 95987)
14 One Market
15 Spear Street Tower
16 San Francisco, CA 94105
Tel.: (415) 442-1000
Fax: (415) 442-1001

17 Attorneys for Defendants Hitachi Electronic Devices
18 (USA), Inc., Hitachi, Ltd., and Hitachi Displays, Ltd.

19 WINSTON & STRAWN LLP

20 By: _____
21 Lawrence R. Desideri

22 Lawrence R. Desideri (*pro hac vice*)
23 35 W. Wacker Drive
24 Chicago, Illinois 60601
25 Tel: (312) 558-7883
Fax: (312) 558-5700

26 Attorneys for Defendant
27 LG Electronics USA, Inc.
28

1 PAUL, HASTINGS, JANOFSKY & WALKER LLP
2

3 By: _____
4 Kevin C. McCann

5 Kevin C. McCann (State Bar No. 120874)
6 55 Second Street, 24th Floor
7 San Francisco, CA 94105
Tel: (415) 856-7000
Fax: (415) 856-7100

8 Attorneys for Defendants Epson Electronics America,
9 Inc. and Epson Imaging Devices Corporation

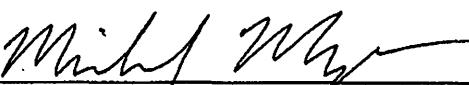
10 MORGAN, LEWIS & BOCKIUS LLP

11 By: _____
12 Kent M. Roger

13 Kent M. Roger (State Bar No. 95987)
14 One Market
15 Spear Street Tower
16 San Francisco, CA 94105
Tel.: (415) 442-1000
Fax: (415) 442-1001

17 Attorneys for Defendants Hitachi Electronic Devices
18 (USA), Inc., Hitachi, Ltd., and Hitachi Displays, Ltd.

19 WINSTON & STRAWN LLP

20 By: 
21 Michael P. Mayer

22 Lawrence R. Desideri (*pro hac vice*)
Michael P. Mayer (*pro hac vice*)
35 W. Wacker Drive
Chicago, Illinois 60601
Tel: (312) 558-7883
Fax: (312) 558-5700

23 Attorneys for Defendant
24 LG Electronics USA, Inc.
25
26
27
28

1 MORGAN, LEWIS & BOCKIUS LLP
2

3 By: _____
4 Kent M. Roger
5

6 Kent M. Roger (State Bar No. 95987)
7 One Market
8 Spear Street Tower
9 San Francisco, CA 94105
10 Tel.: (415) 442-1000
11 Fax: (415) 442-1001

12 Attorneys for Defendants Hitachi Electronic Devices
13 (USA), Inc., Hitachi, Ltd., and Hitachi Displays, Ltd.

14 WINSTON & STRAWN LLP
15

16 By: _____
17 Lawrence R. Desideri
18

19 Lawrence R. Desideri (*pro hac vice*)
20 35 W. Wacker Drive
21 Chicago, Illinois 60601
22 Tel: (312) 558-7883
23 Fax: (312) 558-5700

24 Attorneys for Defendant
25 LG Electronics USA, Inc.

26 CLEARY GOTTLIEB STEEN & HAMILTON LLP
27

28 By: Michael R. Lazerwitz, Esq.
29 Michael R. Lazerwitz

30 Michael R. Lazerwitz (*pro hac vice*)
31 2000 Pennsylvania Avenue NW
32 Washington, DC 20006
33 Tel.: (202) 974-1680
34 Fax: (202) 974 1999

35 Attorneys for Defendants LG.Philips LCD America,
36 Inc. and LG.Philips LCD Co., Ltd.
37

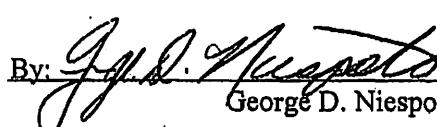
1 CLEARY GOTTLIEB STEEN & HAMILTON LLP
2
3

4 By: _____
5 Michael R. Lazerwitz
6
7

8 Michael R. Lazerwitz (*pro hac vice*)
9 2000 Pennsylvania Avenue NW
10 Washington, DC 20006
11 Tel.: (202) 974-1680
12 Fax: (202) 974 1999
13
14

15 Attorneys for Defendants LG.Philips LCD America, Inc.
16 and LG.Philips LCD Co., Ltd.
17
18

19 DUANE MORRIS LLP
20
21

22 By: 
23 George D. Niespolo
24
25

26 George D. Niespolo (State Bar No. 72107)
27 One Market Street
28 Spear Tower, 20th Floor
San Francisco, CA 94105
Tel.: (415) 957-3013
Fax: (415) 957-3001
Attorneys for Defendants NEC Electronics America, Inc.

19 SHEPPARD MULLIN RICHTER & HAMPTON LLP
20
21

22 By: _____
23 James L. McGinnis
24
25

26 James L. McGinnis (State Bar No. 95788)
27 4 Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Tel: (415) 434-9100
Fax: (415) 434-3947
Attorneys for Defendants Samsung Electronics America,
Inc., Samsung Semiconductor, Inc. and Samsung
Electronics Co., Ltd.

1

CLEARY GOTTLIEB STEEN & HAMILTON LLP

2

3

By:

Michael R. Lazerwitz

4

5

6

7

Michael R. Lazerwitz (*pro hac vice*)
2000 Pennsylvania Avenue NW
Washington, DC 20006
Tel.: (202) 974-1680
Fax: (202) 974 1999

8

9

Attorneys for Defendants LG.Philips LCD America, Inc.
and LG.Philips LCD Co., Ltd.

10

DUANE MORRIS LLP

11

12

By:

George D. Niespolo

13

14

15

16

George D. Niespolo (State Bar No. 72107)
One Market Street
Spear Tower, 20th Floor
San Francisco, CA 94105
Tel.: (415) 957-3013
Fax: (415) 957-3001

17

18

19

Attorneys for Defendants NEC Electronics America, Inc.

20

21

SHEPPARD MULLIN RICHTER & HAMPTON LLP

By:

James L. McGinnis

22

23

24

25

26

27

28

James L. McGinnis (State Bar No. 95788)
4 Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Tel: (415) 434-9100
Fax: (415) 434-3947

Attorneys for Defendants Samsung Electronics America,
Inc., Samsung Semiconductor, Inc. and Samsung
Electronics Co., Ltd.

1

WHITE & CASE LLP

2

3 By: Wayne A. Cross /mm
4 Wayne A. Cross

5

6 Wayne A. Cross (*pro hac vice*)
7 1155 Avenue of the Americas
8 New York, NY 10036
9 Tel: (212) 819-8200
10 Fax: (212) 354-8113

11

12 Attorneys for Defendants Toshiba America Electronic
13 Components, Inc., Toshiba America Information
14 Systems, Inc., Toshiba Corporation, and Toshiba
15 Matsushita Display Technology Co., Ltd.

16

17

SULLIVAN & CROMWELL LLP

18

19

20 By: _____
21 Garrard R. Beeney

22

23

24 Garrard R. Beeney (*pro hac vice*)
25 125 Broad Street
26 New York, NY 10004
27 Tel: (212) 558-4000
28 Fax: (212) 558-3588

29

30

31 Attorneys for Defendant
32 Koninklijke Philips Electronics N.V.

33

34

35

PURSUANT TO STIPULATION, IT IS SO ORDERED.

36

37

38

DATED: _____



Hon. Susan Illston

United States District Judge

39

40

41

42

1

WHITE & CASE LLP

2

3

By:

Wayne A. Cross

4

5

6

7

Wayne A. Cross (*pro hac vice*)
1155 Avenue of the Americas
New York, NY 10036
Tel: (212) 819-8200
Fax: (212) 354-8113

8

9

10

Attorneys for Defendants Toshiba America Electronic
Components, Inc., Toshiba America Information
Systems, Inc., Toshiba Corporation, and Toshiba
Matsushita Display Technology Co., Ltd.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

SULLIVAN & CROMWELL LLP

By: Garrard R. Beeney / nbo
Garrard R. Beeney

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name], of

[print or type full address],
declare under penalty of perjury under the laws of the United States of America that I have read
in its entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Northern District of California, San Francisco Division, in the
case of In Re TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION, No.: M-07-1827 SI,
MDL No. 1827.

10 I agree to comply with and to be bound by all the terms of this Stipulated
11 Protective Order, and I understand and acknowledge that failure to so comply could expose me
12 to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
13 disclose in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Northern District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

20 | City and State (or Country) where sworn and signed:

21 Printed name:

23 | Signature:

EXHIBIT D

Exhibit D

Names and Addresses of Parties and Representatives

| PARTIES | REPRESENTATIVES |
|--|--|
| Plaintiff | |
| Proview Technology, Inc. 7373 Hunt Avenue Garden Grove, California 92841 | Richard M. Heimann Brendan P. Glackin |
| United States of America | Eric B. Fastiff Marc Pilotin |
| | Lieff Cabraser Heimann & Bernstein LLP 275 Battery St., 29th Floor |
| | San Francisco, California 94111-3339 United States of America |
| | Christopher I. Brain Kim D. Stephens |
| | Chase C. Alvord Tousley Brain Stephens PLLC |
| | 1700 Seventh Avenue, Suite 2200 Seattle, Washington 98101 |
| | United States of America |
| | Mark D. Baute Sean A. Andrade |
| | Baute Crochetiere & Gilford LLP 777 South Figueroa Street, Suite 4900 |
| | Los Angeles, California 90017 United States of America |
| | |
| Defendants | |
| AU Optronics Corporation No. 1, Li-Hsin Rd. 2 | Carl L. Blumenstein Nossaman LLP |
| Hsinchu Science Park, Hsinchu 30078 | 50 California Street, 34th Floor San Francisco, California 94111 |
| Taiwan | United States of America |
| | |
| AU Optronics Corporation America, Inc. | Carl L. Blumenstein Nossaman LLP |
| 9720 Cypresswood Drive, Suite 241 | 50 California Street, 34th Floor San Francisco, California 94111 |
| Houston, Texas 77070 | United States of America |
| United States of America | |

| PARTIES | REPRESENTATIVES |
|---|---|
| Chi Mei Corporation No. 11-2, Jen Te 4th St. Jen Te Village Jen Te, Tainan 717 Taiwan | Christopher B. Hockett Neal A. Potischman Sandra West Neukom Samantha H. Knox Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 United States of America Emmet P. Ong Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 United States of America |
| Chimei Innolux Corp. No. 160 Kesyue Rd., Chu-Nan Site Hsinchu Science Park Chu-Nan, Miao-Li Taiwan | Christopher B. Hockett Neal A. Potischman Sandra West Neukom Samantha H. Knox Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 United States of America Emmet P. Ong Davis Polk & Wardwell LLP 450 Lexington Ave. New York, New York 10017 United States of America |
| Chi Mei Optoelectronics USA, Inc. 101 Metro Drive, Suite 510 San Jose, California 95110 United States of America | Christopher B. Hockett Neal A. Potischman Sandra West Neukom Samantha H. Knox Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 United States of America Emmet P. Ong Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 United States of America |

| PARTIES | REPRESENTATIVES |
|--|---|
| CMO Japan Co. Ltd. Nansei Yaesu Bldg. 4F 2-2-10 Yaesu Chuo-Ku, Tokyo 104-0028 Japan | Christopher B. Hockett Neal A. Potischman Sandra West Neukom Samantha H. Knox Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 United States of America Emmet P. Ong Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 United States of America |
| Nexgen Meditech, Inc. No. 11-2, Jen Te 4th St. Jen Te Village Jen Te, Tainan 717 Taiwan | Christopher B. Hockett Neal A. Potischman Sandra West Neukom Samantha H. Knox Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 United States of America Emmet P. Ong Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 United States of America |
| Nexgen Mediatech USA, Inc. 16712 East Johnson Drive City of Industry, California 91745 United States of America | Christopher B. Hockett Neal A. Potischman Sandra West Neukom Samantha H. Knox Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 United States of America Emmet P. Ong Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 United States of America |

| PARTIES | REPRESENTATIVES |
|--|---|
| 1 2 Samsung Electronics Co., Ltd. Samsung Main Building 3 250-2 ga Taepyung-ro Chung-gu, Seoul Republic of Korea 4 5 | Robert D. Wick Covington & Burling LLP One City Center 850 Tenth Street, NW Washington, District of Columbia 20001-4956 United States of America 6 7 8 9 |
| 10 Samsung Electronics America, Inc. 105 Challenger Road Ridgefield Park, New Jersey 07660 United States of America 11 12 13 | Robert D. Wick Covington & Burling LLP One City Center 850 Tenth Street, NW Washington, District of Columbia 20001-4956 United States of America 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 |
| 10 Samsung Semiconductor, Inc. 3655 North First Street San Jose, California 95134 United States of America 11 12 13 | Robert D. Wick Covington & Burling LLP One City Center 850 Tenth Street, NW Washington, District of Columbia 20001-4956 United States of America 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 |